

LISTING AGREEMENT

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This Listing Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[SELLER LEGAL NAME(S)], of [SELLER ADDRESS] ("**Seller**"); and

[BROKERAGE LEGAL NAME], a licensed real estate brokerage holding license number [LICENSE NUMBER] in [STATE], with its principal office at [BROKERAGE ADDRESS] ("**Broker**").

Seller and Broker are each a "**Party**" and together the "**Parties**."

Recitals. Seller owns the real property described below and wishes to engage Broker to market and sell it. Broker is licensed to provide real estate brokerage services in [STATE] and is willing to represent Seller on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Engagement and Type of Listing

1.1 Engagement. Seller engages Broker, and Broker accepts the engagement, to market the Property and to solicit and present offers to purchase, lease, or exchange it, in accordance with this Agreement and applicable real estate law.

1.2 The Property. The property subject to this Agreement is located at [PROPERTY ADDRESS, CITY, COUNTY, STATE, ZIP], parcel number [PARCEL NUMBER], with the legal description [LEGAL DESCRIPTION] (the "**Property**").

1.3 Type of listing. This is an [EXCLUSIVE RIGHT TO SELL / EXCLUSIVE AGENCY / OPEN] listing. Under an exclusive right to sell, Broker earns the commission if the Property is sold during the Term by anyone, including Seller. Under an exclusive agency listing, Seller may sell the Property without owing a commission only if Seller alone procures the buyer. The selected type controls.

1.4 List price and terms. Seller authorizes Broker to market the Property at a list price of [\$ LIST PRICE] and on the general terms in [Schedule A]. Seller may change the list price by written notice to Broker.

2. Term

2.1 Term. This Agreement begins on the Effective Date and ends at 11:59 p.m. on [LISTING END DATE] (the "**Term**"), unless extended or terminated as provided here or by applicable law.

2.2 Early termination. Either Party may terminate this Agreement before the end of the Term on [NUMBER] days' written notice, subject to Section 4.3 (protected buyers) and any termination fee stated in [Schedule A].

3. Broker's Duties and Authority

3.1 Marketing. Broker will use reasonable efforts to market the Property, including **[as applicable: MLS listing, signage, online listings, photography, and showings]**, consistent with customary practice and applicable law.

3.2 Presentation of offers. Broker will promptly present to Seller all written offers received during the Term, and will not disclose Seller's confidential information except as Seller authorizes or as law requires.

3.3 Cooperation and compensation of other brokers. Broker **[is / is not]** authorized to cooperate with and share compensation with buyer's brokers and other cooperating brokers, on the split stated in **[Schedule A]**.

3.4 Multiple listing service. Seller **[authorizes / does not authorize]** Broker to submit the listing and sale information to the applicable multiple listing service and to syndicate it to listing websites.

4. Commission

4.1 Commission. If, during the Term, the Property is sold, or a ready, willing, and able buyer is procured on the listed terms or terms Seller accepts, Seller will pay Broker a commission of **[PERCENT]% of the gross sale price / \$ FLAT FEE]** (the "**Commission**"). All commission rates are negotiable and not set by law.

4.2 When earned and payable. The Commission is earned when a buyer is procured as described in Section 4.1 and is payable at the closing of the sale, customarily from the proceeds through the closing or escrow agent.

4.3 Protection period. If, within **[NUMBER, e.g. 90]** days after the Term ends, Seller sells the Property to a buyer who was introduced to the Property or with whom Broker negotiated during the Term, Seller will pay the Commission, unless the Property is then listed with another licensed broker under an exclusive agreement. Broker will provide Seller a written list of such protected buyers within **[NUMBER]** days after the Term ends.

4.4 No duplicate commission. Seller will not owe a duplicate commission if the Property is listed with another broker after this Agreement ends and that broker is entitled to a commission on the same sale.

5. Seller's Obligations and Disclosures

5.1 Cooperation. Seller will cooperate with Broker's marketing efforts, make the Property reasonably available for showings, and refer to Broker all inquiries about the Property received during the Term.

5.2 Disclosures. Seller will provide all disclosures required by applicable federal, state, and local law, which may include a property condition disclosure and, for housing built before 1978, the federally required lead-based paint disclosure. Seller is responsible for the accuracy of information Seller provides.

5.3 Title and authority. Seller represents that Seller owns the Property or has authority to list it, and that no other listing agreement granting an exclusive right is in effect, except **[as disclosed]**.

6. Fair Housing and Compliance

6.1 Fair housing. The Parties will comply with all applicable fair housing and anti-discrimination laws. Neither Party will discriminate against any person based on race, color, religion, sex, national origin, familial status, disability, or any other protected characteristic under applicable law.

6.2 Agency disclosure. Broker has provided, or will provide, any agency relationship disclosure required by applicable state law, describing whether Broker represents Seller, a buyer, or both, and how dual agency, if any, is handled.

7. Deposits and Funds

7.1 Handling of deposits. Any earnest money or deposit received in connection with a sale will be held in accordance with applicable law and the brokerage's trust account rules, and disbursed only as the purchase agreement and applicable law provide.

8. Limitation of Liability and Indemnity

8.1 Reliance on Seller information. Broker is entitled to rely on the accuracy of information Seller provides and is not liable for inaccuracies in that information. Seller will indemnify Broker against claims arising from inaccurate or incomplete information Seller provides or from Seller's failure to make a required disclosure, except to the extent caused by Broker's own negligence or misconduct.

8.2 Scope. Broker provides brokerage services only and does not provide legal, tax, appraisal, engineering, or inspection advice. Seller is encouraged to obtain independent professional advice.

9. General Provisions

9.1 Governing law. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and by applicable real estate licensing and brokerage law.

9.2 Assignment. Neither Party may assign this Agreement without the other's prior written consent.

9.3 Notices. Notices must be in writing and delivered to the addresses above (or as updated in writing) and are effective on receipt.

9.4 Entire agreement; amendment. This Agreement, with its schedules, is the entire agreement on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.5 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.6 Dispute resolution. The Parties will attempt in good faith to resolve any dispute through discussion, and [may pursue mediation or arbitration as the Parties agree — discuss with counsel] before filing suit.

9.7 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SELLER

BROKER

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME / BROKERAGE]

Title (if applicable): [TITLE / N/A]

Title: [BROKER / AUTHORIZED AGENT]

Date: _____

Date: _____

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